

## **TERMS OF REFERENCE FOR THE METHANE TO MARKETS PARTNERSHIP**

The undersigned national government entities (collectively referred to as “the Partners”) set forth the following Terms of Reference for the Methane to Markets Partnership (referred to as “the Partnership”). Methane to Markets serves as a framework to promote cost-effective, near-term methane recovery internationally through partnerships among developed countries, developing countries, and countries with economies in transition in coordination with the private sector, researchers, development banks, and other relevant governmental and non-governmental organizations.

### **1. Purpose**

To create a voluntary, non-binding framework for international cooperation to advance the recovery and use of methane as a valuable clean energy source to increase energy security, enhance economic growth, improve air quality, improve industrial safety, and reduce greenhouse gas emissions throughout the world. The Partnership will focus on the development of strategies and markets for the recovery and use of methane through technology development, demonstration, deployment and diffusion, implementation of effective policy frameworks, identification of ways and means to support investment, and removal of barriers to collaborative project development and implementation.

### **2. Functions**

The Partners will seek to:

- 2.1 Identify and promote areas of bilateral, multilateral, and private sector collaboration on methane recovery and use initially in the areas of coal mining, oil and natural gas systems, and landfills, and subsequently in other areas as agreed to by the Partners.
- 2.2 Develop improved emissions estimates and identify the largest relevant emission sources to facilitate project development.
- 2.3 Identify cost-effective opportunities to recover methane emissions for energy production and potential financing mechanisms to encourage investment.
- 2.4 Identify and address barriers to project development and improve the legal, regulatory, financial, institutional, technological and other conditions necessary to attract investment in methane recovery and utilization projects.
- 2.5 Identify and implement collaborative projects aimed at addressing specific challenges to methane recovery, such as raising awareness in key industries, removing barriers to project development and implementation, identifying project opportunities, and demonstrating and deploying technologies. Partners will also work together to share lessons learned from these cooperative activities.

- 2.6 Foster cooperation with the private sector, research organizations, development banks, and other relevant governmental and non-governmental organizations.
- 2.7 Integrate and coordinate Partnership activities with related activities and initiatives.
- 2.8 Support the identification and deployment of best management practices in the recovery and use of methane.
- 2.9 Work to improve scientific understanding and certainty in relation to the recovery and use of methane.
- 2.10 Develop collaborative action plans that outline a series of concrete activities and actions that directly support the core goals and functions of the Partnership.
- 2.11 Develop and implement a process for evaluating progress and reporting results.

### **3. Organization**

- 3.1 A Steering Committee, Administrative Support Group, and three Subcommittees will be formed. The Subcommittees will focus on the following focal areas: Coal Mines, Landfills, and Oil and Gas Systems. The Steering Committee may establish additional Subcommittees in other focal areas as agreed, for example, in the agriculture and livestock sector. Each Subcommittee will create and support a Project Network.
- 3.2 The Steering Committee will govern the overall framework, policies and procedures of the Partnership; annually review progress of the initiative; and provide guidance to the Administrative Support Group and Subcommittees. The Steering Committee should meet at least once per year, at times and locations to be determined by its appointed representatives. The Steering Committee will make decisions by consensus.
- 3.3 Appendix A lists those Partners that may appoint up to two representatives to the Steering Committee. Appendix A may be amended by consensus of the Steering Committee.
- 3.4 The Subcommittees will be responsible for guidance and assessment of area-specific activities and engaging representatives of the private sector, development banks, researchers and other relevant governmental and non-governmental organizations. Each Subcommittee will develop a collaborative action plan, provide guidance on project identification, identify and address key barriers and issues for project development, address market assessment and reform issues, facilitate investment and financing opportunities, and report on progress. Subcommittees will report to the Steering Committee. Subcommittees will meet

as often as necessary to fulfill their responsibilities, making use of electronic media (including email, teleconference and videoconference) as appropriate in order to minimize travel. Each Subcommittee will make decisions by consensus.

- 3.5 The Subcommittees will be comprised of representatives from interested Partners. Each Partner may appoint up to three members to each Subcommittee. Each Subcommittee will elect two co-chairs, one from a developed and the other from a developing country or country with an economy in transition.
- 3.6 A Project Network will be created under each Subcommittee to serve as an informal mechanism to facilitate communication, project development and implementation, and private sector involvement. The Project Network will be key to reaching out to and organizing the efforts of the private sector, governmental and non-governmental organizations. The Project Network will be comprised of representatives from local governments, the private sector, the research community, development banks, and other governmental and non-governmental organizations. Those interested in becoming partners in the Project Network will sign and submit a Project Network Membership Agreement.
- 3.7 The Administrative Support Group will serve as the principal coordinator of the Partnership's communications and activities. The focus of the Group will be administrative. The Group will not act on matters of substance except as specifically instructed by the Steering Committee. Specifically, the Group will:
  - 3.7.1 Organize the meetings of the Partnership,
  - 3.7.2 Arrange special activities such as teleconferences and workshops,
  - 3.7.3 Receive and forward new membership requests to the Steering Committee,
  - 3.7.4 Coordinate communications of Partnership activities and their status,
  - 3.7.5 Act as a clearinghouse for information for the Partnership,
  - 3.7.6 Provide support for activities related to the Project Network, and
  - 3.7.7 Perform such other tasks as the Steering Committee directs.
- 3.8 The Administrative Support Group will be supported and hosted initially by the United States, at the Environmental Protection Agency in Washington D.C., for a period of two years. Thereafter, the Group can be moved to another host by the consensus of the Steering Committee. Each Partner will designate an administrative liaison to serve as its principal point of contact to the Group.
- 3.9 The Administrative Support Group may, if appropriate, involve personnel employed by the Partners to assist in specific activities undertaken by the Group. Such personnel will be remunerated by their respective employers and will remain subject to their employers' conditions of employment.

#### **4. Membership**

- 4.1 These Terms of Reference establish a framework for voluntary cooperation and do not create any legally binding obligations between or among the Partners. Each Partner is expected to conduct the activities contemplated by these Terms of Reference in accordance with the laws under which it operates and the international instruments to which it is a party.
- 4.2 The Steering Committee may invite other national governmental entities to join the Partnership through endorsement of the Terms of Reference.

#### **5. Funding**

- 5.1 Participation in the Partnership is on a voluntary basis. Each Partner may, at its discretion, contribute funds, personnel and other resources to the Partnership subject to the laws, regulations and policies of the Partner. Any costs arising from the activities contemplated in these Terms of Reference are to be borne by the Partner that incurs them, unless other arrangements have been made.
- 5.2 These Terms of Reference do not create any right or benefit, substantive or procedural, enforceable by law or equity against the Partner, their officers or employees, or any other person. No Partner should submit a claim for compensation to another Partner for activities it carries out under these Terms of Reference. These Terms of Reference do not direct or apply to any person outside of the governments of the Partners.

#### **6. Commencement, Modification, Termination, Extension, and Withdrawal**

##### **6.1 Commencement, Modification and Termination**

- 6.1.1 These Terms of Reference will commence on November 16, 2004 and will continue in effect for 5 years unless extended or terminated by the Steering Committee.
- 6.1.2 These Terms of Reference may be modified at any time by consensus of the Steering Committee.

##### **6.2 Extension and Withdrawal**

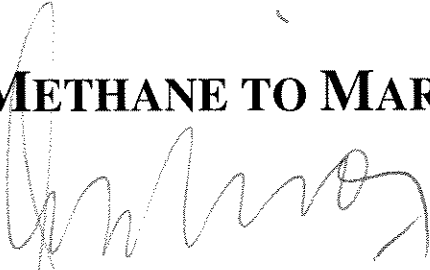
- 6.2.1 By consensus, the Steering Committee may extend these Terms of Reference for additional periods.
- 6.2.2 A Partner may withdraw from the Partnership by giving written notice to the other Partners and the Administrative Support Group 90 days prior to its anticipated withdrawal.

## Appendix A

Argentina  
Australia  
Brazil  
China  
Colombia  
India  
Italy  
Japan  
Mexico  
Nigeria  
Russia  
Ukraine  
United Kingdom  
United States

*Terms of Reference for the*

**METHANE TO MARKETS PARTNERSHIP**



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Dr. Atilio Savino

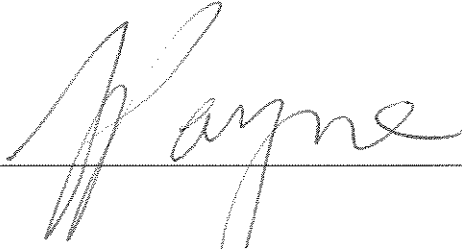
Secretary of Environment and Sustainable Development

Representative for the Ministry of Health and Environment of the  
Government of Argentina

Date: November 16, 2004

*Terms of Reference for the*

## **METHANE TO MARKETS PARTNERSHIP**

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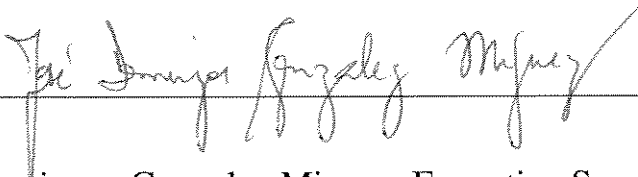
Stephen Payne, General Manager, Minerals and Fuels Branch  
Department of Industry Tourism and Resources

Representative for the Department of Industry, Tourism, and Resources of  
the Government of Australia

Date: November 16, 2004

*Terms of Reference for the*

## **METHANE TO MARKETS PARTNERSHIP**



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Jose Domingos Gonzalez Miguez, Executive Secretary  
Inter-Ministerial Commission on Global Climate Change, Ministry of  
Science and Technology

Representative for the Ministry of Science and Technology of the  
Government of Brazil

Date: November 16, 2004



*Terms of Reference for the*

## **METHANE TO MARKETS PARTNERSHIP**



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Gao Feng, Deputy Director-General, Department of Treaty and Law  
Ministry of Foreign Affairs

Representative for the Ministry of Foreign Affairs of the Government of The  
Peoples's Republic of China

Date: November 16, 2004

*Terms of Reference for the*

**METHANE TO MARKETS PARTNERSHIP**

/// Sandra Suárez

Mrs. Sandra Suárez Pérez  
Minister of the Environment, Housing and Territorial Development  
Ministry of the Environment, Housing and Territorial Development of  
Colombia

m.r.p.

Date: November 16, 2004

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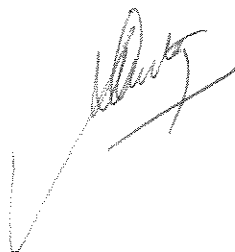
## **METHANE TO MARKETS PARTNERSHIP**

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Mr. Anil Kumar Kutty, Joint Secretary, Ministry of Power

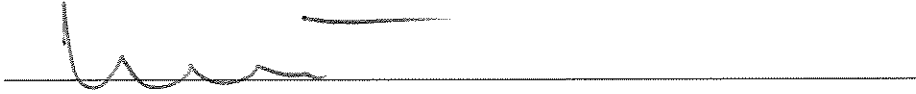
Representative for the Ministry of Power of the Government of India

Date: November 16, 2004

A handwritten signature in black ink, appearing to read 'Anil Kutty', is written over a large, light-colored checkmark.

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## **METHANE TO MARKETS PARTNERSHIP**

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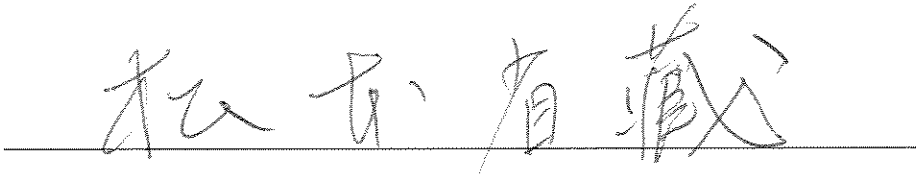
Corrado Clini Director-General of the Department for Environmental  
Research and Development

Representative for the Ministry for Environment and Territory of the  
Government of Italy

Date: November 16, 2004

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## **METHANE TO MARKETS PARTNERSHIP**

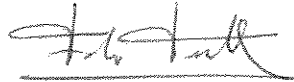


Seizo Matsumoto, Representative of the Government of Japan

Date: November 16, 2004

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## **METHANE TO MARKETS PARTNERSHIP**



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Dr. Fernando Tudela, Undersecretary of Environmental Planning and Policy  
and Alternate Chairman of the Mexican Committee for Emission Reduction  
and Capture of Greenhouse Gases

Representative for the Secretariat for Environment and Natural Resources of  
the Government of Mexico

Date: November 16, 2004

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## **METHANE TO MARKETS PARTNERSHIP**

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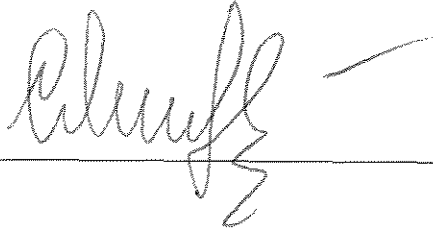
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Dr. Umunna Orjaiko, Minister of Political Affairs, Embassy of Nigeria  
Representative of the Government of the Federal Republic of Nigeria

Date: November 16, 2004

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**METHANE TO MARKETS PARTNERSHIP**

A handwritten signature in black ink, appearing to read 'S. Mazurenko', is written over a horizontal line.

Sergey Mazurenko, Head of the Federal Agency for Science & Innovations

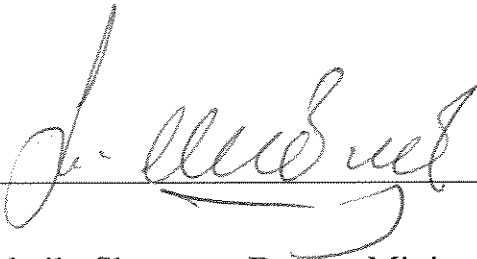
Representative for the Federal Agency on Science and Innovations of the  
Government of the Russian Federation

Date: November 16, 2004



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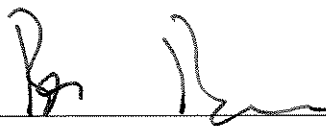
Mykhailo Shevtsov, Deputy Minister for Fuel and Energy

Representative of the Government of the Ukraine

Date: November 16, 2004

*Terms of Reference for the*

## **METHANE TO MARKETS PARTNERSHIP**

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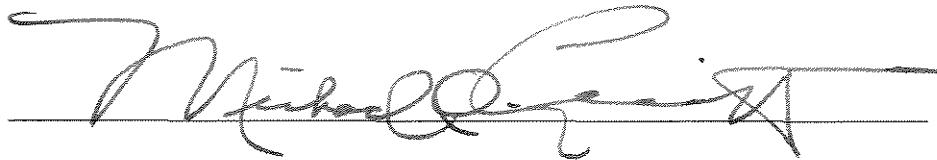
Ben Bradshaw, Parliamentary Under Secretary of State

Representative of the Department for Environment, Food, and Rural Affairs  
of the Government of the United Kingdom of Great Britain and Northern  
Ireland

Date: November 16, 2004

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**METHANE TO MARKETS PARTNERSHIP**

A handwritten signature in black ink, appearing to read "Michael O. Leavitt", is written over a horizontal line. The signature is stylized with a large initial "M" and a long horizontal stroke at the end.




Michael O. Leavitt, Administrator of the Environmental Protection Agency

Representative of the Government of the United States of America

Date: November 16, 2004

*Terms of Reference for the*

## **METHANE TO MARKETS PARTNERSHIP**



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Sun-Sook Park, Vice Minister, Ministry of Environment

Representative for the Ministry of Environment of the Government of the Republic  
of Korea

Date: May 24, 2005